

Hearing Date and Time: January 29, 2012 at 10:00 a.m. (Prevailing Eastern Time)
Objection Deadline: January 28, 2012 at 4:00 p.m. (Prevailing Eastern Time)

MORRISON & FOERSTER LLP

1290 Avenue of the Americas

New York, New York 10104

Telephone: (212) 468-8000

Facsimile: (212) 468-7900

Gary S. Lee

Todd M. Goren

Alexandra Steinberg Barrage

Melissa M. Crespo

*Counsel for the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re:	)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u>,	)	Chapter 11
)	
Debtors.	)	Jointly Administered
-----)	

**DEBTORS' FIRST MOTION FOR ORDER UNDER 11 U.S.C. §§ 105(a) AND
365(a) AND (f), FED. R. BANKR. P. 6006 AND 9014 AND LOCAL BANKRUPTCY
RULE 6006-1 AUTHORIZING ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS IN CONNECTION WITH THE SALE OF THE
DEBTORS' PLATFORM ASSETS**

**TO THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE:**

The debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”)¹, hereby move (the “Motion”) for entry of an order under sections 105(a) and 365(a) and (f) of title 11 of the United States Code, as amended (the “Bankruptcy Code”), rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rule 6006-1 of the Local Bankruptcy Rules for the Southern District of New York, authorizing the assumption and assignment of the executory contracts set forth on Exhibit 1, annexed hereto (the “Supplemental Schedule”), (each an “Executory Contract” and collectively, the “Executory Contracts”) and reserving the Debtors’ right to remove any Executory Contract up to two business days prior to the Closing Date (as defined below) of the Debtors’ sale of their Platform Assets (as defined below) to Ocwen Loan Servicing, LLC (“Ocwen”). In support of the Motion, the Debtors rely upon and incorporate by reference the Declaration of David Haggert, a copy of which is annexed hereto as Exhibit 2, the Declaration of Erik Ferguson, a copy of which is annexed hereto as Exhibit 3, and the Declaration of Matthew Detwiler, a copy of which is annexed hereto as Exhibit 4.

In support of this Motion, the Debtors represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

¹ The names of the Debtors in these cases and their respective tax identification numbers are identified on Exhibit 1 to the *Affidavit of James Whitlinger, Chief Financial Officer of Residential Capital, LLC, in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 6].

2. The statutory and legal predicates for the relief requested herein are Bankruptcy Code sections 105(a) and 365(a) and (f), and Bankruptcy Rules 6006 and 9014.

BACKGROUND

3. On May 14, 2012 (the “Petition Date”), each of the Debtors filed a voluntary petition with the Court for relief under Chapter 11 of the Bankruptcy Code. The Debtors are managing and operating their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. These cases are being jointly administered pursuant to Bankruptcy Rule 1015(b). No trustee has been appointed in these chapter 11 cases.

4. On the Petition Date, the Debtors filed their *Motion Pursuant to 11 U.S.C. §§ 105, 363(b), (f), and (m), 365 and 1123, and Fed R. Bankr. P. 2002, 6004, 6006, and 9014 for Orders: (I)(A) Authorizing and Approving Sale Procedures, Including Break-Up Fee and Expenses Reimbursement; (II) Scheduling Bid Deadline and Sale Hearing; (III) Approving Form and Manner of Notice Thereof; and (IV) Granting Related Relief and (B)(I) Authorizing the Sale of Certain Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (II) Authorizing and Approving Asset Purchase Agreements Thereto; (III) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Related Thereto; and (IV) Granting Related Relief* [Docket No. 61] (the “Sale Motion”). By the Sale Motion, the Debtors sought Court approval of the sales of the Debtors’ mortgage loan servicing and origination platform (the “Platform Assets”) and the Debtors’ legacy whole loan portfolio (the “Whole Loan Assets”).

5. On May 16, 2012, the United States Trustee for the Southern District of New York appointed a nine-member official committee of unsecured creditors.

6. On June 20, 2012, the Court directed that an examiner be appointed, and on July 3, 2012, the Court approved Arthur J. Gonzalez as the examiner [Docket Nos. 454, 674].

7. On June 28, 2012, the Court approved the Debtors' proposed sale procedures, as requested by the Sale Motion, including procedures by which the Debtors would assume and assign certain contracts and fix cure amounts related thereto [Docket No. 538] (the "Sale Procedures Order").

8. In connection with the Sale Procedures and the Platform Sale, the Debtors filed the following notices (collectively, the "Assumption and Assignment Notices") which listed executory contracts or unexpired leases that may be assumed by the Debtors and assigned to Ocwen:

- (a) On July 26, 2012, the Debtors filed the *Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Property and (II) Cure Amounts Related Thereto* [Docket No. 924];
- (b) On September 14, 2012, the Debtors filed the *First Supplemental Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto* [Docket No. 1459];
- (c) On September 18, 2012, the Debtors filed *First Amended and Restated Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto* [Docket No. 1484]; and
- (d) On November 5, 2012, the Debtors filed the *First Notice of (I) Debtors' Intent to Assume and Assign Certain SBO Servicing Agreements as Executory Contracts and (II) Cure Amounts Related Thereto* [Docket No. 2076].

9. The Assumption and Assignment Notices provided that the purchaser of the Platform Assets "may, subject to certain limitations . . . designate additional contracts or leases as Assumed Contracts to be assumed and assigned by providing notice to the affected non-debtor counterparties indicating that the Debtors intend to assume and assign additional Assumed

Contracts” until two business days prior to the Closing Date (the “Contract Designation Deadline”).

10. On November 21, 2012, the Court entered orders approving the sale of (i) the Platform Assets (the “Platform Sale”) to Ocwen [Docket No. 2246], and (ii) the sale of the Whole Loan Assets (the “Whole Loan Sale”) to Berkshire Hathaway Inc. [Docket No. 2247], in each case subject to the respective sale orders.²

11. In connection with the Assumption and Assignment Notices, the Debtors devoted substantial effort to prepare a full and complete list of executory contracts and unexpired leases that were likely to be assumed and assigned to the purchaser of the Platform Assets, subject to the terms of the Sale Procedures Order. Since the filing of the Assumption and Assignment Notices, the Debtors have identified additional executory contracts, set forth on the Supplemental Schedule, that were inadvertently omitted from the Assumption and Assignment Notices.³

12. The Debtors believe that they are authorized to furnish notice of assumption and assignment to counterparties to the Executory Contracts in accordance with the Sale Procedures Order. However, the Debtors have elected to file this Motion out of an abundance of caution. The Debtors seek to assume and assign to Ocwen the Executory Contracts on the closing date of the Platform Sale (the “Closing Date”), reserving their right to remove any Executory Contract from the Supplemental Schedule, in which case the Executory Contract shall cease to be an Executory Contract, no later than two business days prior to the Closing Date (the “Contract

² The order approving the Platform Sale shall be referred to as the “Sale Order” herein.

³ Consistent with Bankruptcy Rule 6006(f), the Supplemental Schedule contains no more than 100 executory contracts and unexpired leases to be assumed. Because the Debtors have identified approximately 215 additional agreements that were inadvertently admitted from the Assumption and Assignment Notices, the Debtors are seeking authority to assume and assign these Executory Contracts by three separate motions.

Designation Deadline”). The counterparty to such removed Executory Contract shall receive prompt notice of such removal.

RELIEF REQUESTED

13. By this Motion, the Debtors respectfully request, pursuant to Bankruptcy Code sections 105(a) and 365(a) and (f), and Bankruptcy Rules 6006 and 9014, and Rule 6006-1 of the Local Bankruptcy Rules for the Southern District of New York, that this Court enter an order, substantially in the form annexed hereto as Exhibit 5, pursuant to sections 365(a) and (f) of the Bankruptcy Code, authorizing the assumption and assignment of the Executory Contracts identified on the Supplemental Schedule. The Debtors respectfully request that any subsequent assumption and assignment remain subject to the terms of the Sale Order. The Debtors submit that the assumption and assignment of the Executory Contracts is in furtherance of and required by the terms of the Platform Sale and thus represents an appropriate exercise of sound business judgment.

BASIS FOR RELIEF

14. The Debtors have determined that the Executory Contracts identified on the Supplemental Schedule may be necessary to Ocwen’s ongoing business operations. Accordingly, the Debtors have determined through the exercise of their business judgment that the proposed assumption and assignment of the Executory Contracts, subject to the Debtors right to remove any Executory Contract from the Supplemental Schedule, in which case the Executory Contract shall cease to be an Executory Contract, no later than two business days prior to the Closing Date, is in the best interests of the Debtors’ estates, their creditors and other parties in interest.

APPLICABLE AUTHORITY

15. Section 365 of the Bankruptcy Code provides that a debtor in possession may assume, assign, or reject any executory contract or unexpired lease of the debtor, provided that

any defaults under such contracts and leases are cured and adequate assurance of future performance is provided. *See* 11 U.S.C. § 365(a) and (f). *See also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *Med. Malpractice Ins. Ass’n v. Hirsch (In re Lavigne)*, 114 F.3d 379, 386 (2d Cir. 1997). “The purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to renounce title to and abandon burdensome property.” *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993) (internal quotation marks and reference omitted). Bankruptcy Code section 365(f) provides that, notwithstanding language in an executory contract or unexpired lease to the contrary, the trustee may assign a contract or lease, provided first that the trustee assume the contract or lease, and second that adequate assurance of future performance by the assignee be provided, whether or not the contract or lease is in default. *See* 11 U.S.C. § 365(f). *See also* 4 ALAN A. RESNICK & HENRY J. SOMMER, COLLIER BANKRUPTCY PRACTICE GUIDE ¶ 68.08 (4th ed. 2011).

16. Courts defer to a debtor’s business judgment in assuming an executory contract or unexpired lease. *In re Orion Pictures Corp.*, 4 F.3d at 1098 (noting that section 365 “permits the [debtor], subject to the approval of the bankruptcy court, to go through the inventory of executory contracts of the debtor and decide which ones it would be beneficial to adhere to and which ones it would be beneficial to reject.”).

17. Courts generally will not second-guess a debtor’s business judgment concerning whether the assumption or rejection of an executory contract or unexpired lease would benefit the debtor’s estate. *See Phar-Mor, Inc. v. Strouss Bldg. Assocs.*, 204 B.R. 948, 951-52 (N.D. Ohio 1997) (“Whether an executory contract is ‘favorable’ or ‘unfavorable’ is left to the sound business judgment of the debtor.”) (internal citations omitted). If the debtor’s business judgment

has been exercised reasonably, a court should approve the assumption or rejection of an executory contract. *See, e.g., NLRB v. Bildisco & Bildisco*, 465 U.S. at 523; *In re Ionosphere Clubs, Inc.*, 100 B.R. 670, 673 (Bankr. S.D.N.Y. 1989); *see also In re Orion Pictures Corp.*, 4 F.3d at 1098-99. The Debtors respectfully submit that in connection with the Platform Sale, the Debtors have established that the assumption and assignment of the Executory Contracts reflects a sound exercise of their business judgment as reflected in the findings set forth in the Sale Order and record at the Sale Hearing.

18. The assumption and assignment of the Executory Contracts satisfies the provisions of Bankruptcy Code section 365. First, the Court previously found in connection with the Sale Order that the adequate assurance of future performance standard has been satisfied. *See Sale Order*, at ¶T (“The Purchaser’s promise to perform the obligations under the Assumed Contracts after the Closing Date shall constitute adequate assurance of its future performance of and under the Assumed Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code.”). The meaning of “adequate assurance of future performance” depends on the facts and circumstances of each case, but should be given “practical, pragmatic construction.” *See Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1989). Among other things, adequate assurance may be given by demonstrating the assignee’s financial health and experience in managing the type of enterprise or property assigned. *See In re Bygaph Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986). Ocwen clearly satisfies this criteria.

19. Second, the Debtors believe there are no cure costs associated with the assumption of the Executory Contracts. However, if there are any cure costs associated with such Executory Contracts, the Debtors will promptly cure any default arising under any

Executory Contract. Further, should Ocwen determine that it wishes to take assignment of the Contracts upon the Closing Date, Ocwen has demonstrated adequate assurance of future performance.

20. Accordingly, the Debtors submit that their request to assume and assign to Ocwen the Executory Contracts on the Closing Date, subject to the Debtors' right to remove any Executory Contract from the Supplemental Schedule no later than two business days prior to the Closing Date, should be approved because it is in accordance with the Ocwen asset purchase agreement and thus is in the best interests of the Debtors' estates and represents a proper exercise of the Debtors' business judgment.

NOTICE

21. The Debtors have provided notice of this Motion in accordance with the Case Management Procedures Order, approved by this Court on May 23, 2012 [Docket No. 141].

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter an order, substantially in the form annexed hereto as Exhibit 5, granting the relief requested in this Motion and such other and further relief as may be just and proper.

Dated: January 22, 2013
New York, New York

/s/ Gary S. Lee
Gary S. Lee
Todd M. Goren
Alexandra Steinberg Barrage
Melissa M. Crespo
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

*Counsel to the Debtors
and Debtors in Possession*

Exhibit 1 to the Motion

Supplemental Schedule of Executory Contracts

Debtor Entity	Contract Description	Supplier/Counterparty	Counterparty Address	Cure Amount
GMAC Mortgage Group, LLC	Mortgage Insurance Agreement 12/15/97 and all amendments thereto	Aegon	2700 West Plano Parkway Plano, TX 75075-8200	\$0.00
GMAC Mortgage Group, LLC	Confidentiality Agreement 11/3/97	Aegon	2700 West Plano Parkway Plano, TX 75075-8200	\$0.00
GMAC Mortgage Group, LLC	Third-Party Marketing Agreement 11/12/01 and all addenda thereto	American Home Shield	889 Ridge Lake Boulevard Memphis, TN 38120	\$0.00
GMAC Mortgage Group, LLC	Confidentiality Agreement 6/29/01	American Home Shield	889 Ridge Lake Boulevard Memphis, TN 38120	\$0.00
GMAC Mortgage Group, LLC	Confidentiality and Non-Disclosure and Joint Marketing Agreement 6/1/06	Assurant Specialty Property	11222 Quail Roost Dr Miami, FL 33157	\$0.00
GMAC Mortgage Group, LLC	Confidentiality Agreement 2/9/05	Assurant Specialty Property	11222 Quail Roost Dr Miami, FL 33157	\$0.00
GMAC Mortgage Group, LLC	Program Services Agreement 6/1/06 and amendments and addenda thereto	Assurant Specialty Property	11222 Quail Roost Dr Miami, FL 33157	\$0.00
Residential Funding Corporation	Marketing Agreement 5/9/98 and Addendum One 8/14/98	Bayview Financial, L.P.	4425 Ponce De Leon Blvd Coral Gables, FL 33146	\$0.00
Residential Funding Corporation	Consent to Assignment of Affinity Marketing Agreement	Bayview Financial, L.P.	4425 Ponce De Leon Blvd Coral Gables, FL 33146	\$0.00
Homecomings Financial Network, Inc.	Agreement for Administrative Services	Chartered Benefit Services Inc	315 W University Drive Arlington Heights, IL 60004	\$0.00
Homecomings Financial Network, Inc.	Marketing Agreement and amendments thereto	Chartered Benefit Services Inc	315 W University Drive Arlington Heights, IL 60004	\$0.00
Homecomings Financial Network, Inc.	Amendments to Service Fee Agreement	Chartered Benefit Services Inc	315 W University Drive Arlington Heights, IL 60004	\$0.00
GMAC Mortgage, LLC	Administrative Agreement to make insurance available 5/30/99, and addenda thereto	Econocheck Corporation	3 Gresham Landing Stockbridge, GA 30281	\$0.00
GMAC Mortgage, LLC	Letter re marketing to GM customers	Econocheck Corporation	3 Gresham Landing Stockbridge, GA 30281	\$0.00
Homecomings Financial Network, Inc.	Collection Agreement	Family Life Insurance Company	2101 4th Ave Suite 700 Seattle, WA 98121	\$0.00
Homecomings Financial Network, Inc.	Confidentiality Agreement	Family Life Insurance Company	2101 4th Ave Suite 700 Seattle, WA 98121	\$0.00
Homecomings Financial Network, Inc.	Third Party Marketing Agreement	Family Life Insurance Company	2101 4th Ave Suite 700 Seattle, WA 98121	\$0.00
GMAC Insurance Mgmt Co	Disability Benefits Insurance Policy and amendments thereto	First UNUM LIFE INSURANCE CO	2101 4th Ave Suite 700 Seattle, WA 98121	\$0.00
GMAC Mortgage Corp	Agency Agreement and amendments thereto	HOMESITES Group Inc	99 Bedford Street Boston, MA 02111-2217	\$0.00
GMAC Mortgage Corp	Marketing Agreement and amendments thereto	HOMESITES Group Inc	99 Bedford Street Boston, MA 02111-2217	\$0.00
GMAC Mortgage, LLC	Specialized Marketing Optional Insurance Agreement and amendments thereto	Liberty Life Insurance Company	2000 Wade Hampton Blvd Greenville, SC 29615-1064	\$0.00
Homecomings Financial Network, Inc.	GLBA Agreement	Liberty Life Insurance Company	2000 Wade Hampton Blvd Greenville, SC 29615-1064	\$0.00

Debtor Entity	Contract Description	Supplier/Counterparty	Counterparty Address	Cure Amount
Homecomings Financial Network, Inc.	Agreement to Comply with Gramm-Leach-Bliley Act Safeguards Rule 7/16/04	Liberty Life Insurance Company	2000 Wade Hampton Blvd Greenville, SC 29615-1064	\$0.00
Homecomings Financial Network, Inc.	Specialized Marketing Optional Insurance Agreement 3/1/97 and all amendments thereto	Liberty Life Insurance Company	2000 Wade Hampton Blvd Greenville, SC 29615-1064	\$0.00
GMAC Mortgage Corp	Administrative Agreement for insurance plans	Minnesota Life	400 Robert Street North - Suite 1150 St. Paul, MN 55101-2098	\$0.00
GMAC Mortgage Corp	Customer Lead Agreement	Minnesota Life	400 Robert Street North - Suite 1150 St. Paul, MN 55101-2098	\$0.00
GMAC Mortgage Group, LLC	Confidentiality Agreement	Mutual of Omaha	Mutual of Omaha Plaza Omaha, NE 68175	\$0.00
GMAC Mortgage Group, LLC	Retail Insurance Marketing Agreement	Mutual of Omaha	Mutual of Omaha Plaza Omaha, NE 68175	\$0.00
GMAC Mortgage Group, LLC	Agreement for marketing activities and amendment thereto	National Union Fire Insurance Company	70 Pine Street, Lbby 5 New York, NY 10270-0006	\$0.00
GMAC Mortgage Corp	Consumer Lead Agreement 7/22/96	SECURIAN FINANCIAL NETWORK, INC.	400 Robert Street North - Suite 1150 St. Paul, MN 55101-2098	\$0.00
GMAC Mortgage Corp	Amend to Marketing and/or Administration Agreement 7/1/07	SECURIAN Life Insurance Co	400 Robert Street North - Suite 1150 St. Paul, MN 55101-2098	\$0.00
GMAC Mortgage Corp	Letter re Transfer Group Insurance Contracts 4/27/07	SECURIAN Life Insurance Co	400 Robert Street North - Suite 1150 St. Paul, MN 55101-2098	\$0.00
GMAC Mortgage Corp	Letter re termination and waiver agreement 4/5/05	SECURIAN Life Insurance Co	400 Robert Street North - Suite 1150 St. Paul, MN 55101-2098	\$0.00
Homecomings Financial Network, Inc.	Amend to Agreement (new entities) 3/8/07 and Amend 8 (marketing) 8/1/03	The Douglas-Michaels Company, L.P.	6564 Loisdale Court, Suite 610 Springfield, VA 22150-1813	\$0.00
GMAC Mortgage Group, LLC	Agreement (Solicitation and Enrollment, Confidentiality, etc.) 7/01, and amendments thereto	Trilegiant Corporation	100 Connecticut Avenue Norwalk, CT 06850	\$0.00
GMAC Mortgage Group, LLC	Mutual Non-Disclosure Agreement TRI-14320	Trilegiant Corporation	100 Connecticut Avenue Norwalk, CT 06850	\$0.00
GMAC Mortgage Group, LLC	Confidentiality Agreement	Trilegiant Corporation	100 Connecticut Avenue Norwalk, CT 06850	\$0.00
GMAC Mortgage Group, LLC	Marketing and Services Agreement 12/1/03 and amendments thereto	WNC First Insurance Service	899 El Centro Street Pasadena, CA 91030	\$0.00
GMAC Mortgage Group, LLC	Confidentiality, Non-Disclosure and Security Agreement 12/1/03	WNC First Insurance Service	899 El Centro Street Pasadena, CA 91030	\$0.00
Homecomings Financial Network, Inc.	Marketing and Services Agreement 4/1/03	WNC First Insurance Service	899 El Centro Street Pasadena, CA 91030	\$0.00
Homecomings Financial Network, Inc.	GLBA Agreement	WNC First Insurance Service	899 El Centro Street Pasadena, CA 91030	\$0.00

Debtor Entity	Contract Description	Supplier/Counterparty	Counterparty Address	Cure Amount
Homecomings Financial Network, Inc.	Mutual Non-Disclosure Agreement WNC-13793 7/30/09	WNC First Insurance Service	899 El Centro Street Pasadena, CA 91030	\$0.00
GMAC Mortgage Group, LLC	Referral Services Agreement	WNC Insurance Service	899 El Centro Street Pasadena, CA 91030	\$0.00

Debtor Entity	Contract Description	Supplier/Counterparty	Counterparty Address	Cure Amount
GMAC Mortgage, LLC	Marketing and Collections Agreement and Amendments thereto	Cross Country Motor Club	4040 Mystic Valley Parkway Boston, MA 2155	\$0.00
GMAC Mortgage, LLC	Project services agreement	Dialogue Marketing	3252 University Drive, Suite 165 Auburn Mills, MI 48326	\$0.00
GMAC Mortgage, LLC	Telemarketing statement of work	Dialogue Marketing	3252 University Drive, Suite 165 Auburn Mills, MI 48326	\$0.00
GMAC Mortgage Corp	Service Subscription Agreement	Dow Jones	200 Liberty Street New York, NY 10281	\$0.00
GMAC Mortgage, LLC	SoW 2008	Federal Bond Collection Services, Inc.	2200 Byberry Road, Suite 120 Hatboro, PA 19040	\$0.00
GMAC Mortgage, LLC	Participation Agreement and SoW	Hope Loan Port	1001 Pennsylvania Ave NW, Suite 500 Washington, D.C. 20004	\$0.00
GMAC Mortgage, LLC	Mortgage service network agreement and amendment	HPF (Homeownership Preservation Foundation)	1030 15th Street NW, Suite 530 East Washington, DC 20005	\$0.00
GMAC Mortgage, LLC	Master Agreement and amendments thereto	LoanServ (Fiserv)	255 Fiserv Drive Brookfield, WI 53045	\$0.00
GMAC Mortgage, LLC	MERS System Membership Agreement	MERS	8201 Greensboro Drive, Suite 350 McLean, VA 22102	\$0.00
GMAC Mortgage, LLC	SoW for Loss Mitigation Referrals	National Default Servicing, LLC	500 South Broad Street Meriden, CT 6492	\$0.00
GMAC Mortgage, LLC	12.29.1618.12	Nation's Direct Lender & Insurance Services, Inc.	AFI agreement	\$0.00
GMAC Mortgage Corp	Equity Accelerator Service Agreement and amendments thereto	Paymap Inc.	100 N Point St San Francisco, CA 94133-1545	\$0.00
GMAC Mortgage Corp	Confidentiality Agreement	Paymap Inc.	100 N Point St San Francisco, CA 94133-1545	\$0.00
GMAC Mortgage, LLC	12.29.1618.17	Safeguard Properties	GLBA Agreement	\$0.00
GMAC Mortgage, LLC	Business Process Outsourcing Agreement	SUTHERLAND GLOBAL SERVICES, INC	1160 Pittsford-Victor Road Pittsford, NY 14534	\$0.00
GMAC Mortgage, LLC	Confidentiality Agreement 1996	The Douglas-Michaels Company, L.P.	6564 Loisdale Court, Suite 610 Springfield, VA 22150-1813	\$0.00
GMAC Mortgage, LLC	BiSaver Agreement 5/9/1997	The Douglas-Michaels Company, L.P.	6564 Loisdale Court, Suite 610 Springfield, VA 22150-1813	\$0.00
GMAC Mortgage, LLC	BiSaver Software Agreement and all amendments and addenda thereto	The Douglas-Michaels Company, L.P.	6564 Loisdale Court, Suite 610 Springfield, VA 22150-1813	\$0.00

Debtor Entity	Contract Description	Supplier/Counterparty	Counterparty Address	Cure Amount
GMAC Mortgage, LLC	Equity Rewards Transfer Campaign Pricing Agreement Amend	The Douglas-Michaels Company, L.P.	6564 Loisdale Court, Suite 610 Springfield, VA 22150-1813	\$0.00
GMAC Mortgage, LLC	Assignment and Assumption, Consent and Amendment	The Douglas-Michaels Company, L.P.	6564 Loisdale Court, Suite 610 Springfield, VA 22150-1813	\$0.00
GMAC Mortgage, LLC	Confidentiality Agreement 7/26/02	The Douglas-Michaels Company, L.P.	6564 Loisdale Court, Suite 610 Springfield, VA 22150-1813	\$0.00
GMAC Mortgage, LLC	Amendment to Escrow Analysis Agreement	Venture Encoding Services, LLC	4401 Cambridge Road Fort Worth , TX 76155	\$0.00

Exhibit 1(c) - Servicing Agreements

Debtor Entity	Contract Description	Counterparty	Counterparty Address	Cure Amount
GMAC Mortgage, LLC	California Housing Finance Agency Purchase & Servicing February 12, 2007	California Housing Finance Agency	P.O BOX 4034, Sacramento, CA 95812-4034	\$0.00
GMAC Mortgage, Corp.	Celink Subservicing Agreement, September 15, 2005	Celink	3900 Capital Building Boulevard Lansing, Michigan 48906	\$0.00
GMAC Mortgage, LLC	CIFG Recovery Agreement for AHM 2006-2 April 30, 2009	CIFG Assurance North America	825 3rd Avenue, New York NY 11022	\$0.00
GMAC Mortgage, LLC	Citibank, N.A. Master Repurchase Agreement May 14, 2010	Citibank, N.A.	390 Greenwich Street,, New York, NY 10013	\$0.00
GMAC Mortgage, LLC	DBSP Amended Standard Terms and Provisions SSA December 1, 2006	DB Structured Products, Inc	60 Wall Street, New York, NY 10005-	\$0.00
GMAC Mortgage, LLC	Goldman Sachs Mortgage Co Master Repurchase Agreement May 14, 2010	Goldman Sachs Mortgage Company	85 Broad Street, New York, NY 10080-	\$0.00
GMAC Mortgage, LLC	Century Bank Sale Servicing Agreement November 26, 2003	IBERIABANK	1101 E Admiral Doyle Drive, New Iberia, LA 70563	\$0.00
GMAC Mortgage, LLC	Citibank, N.A. Master Repurchase Agreement May 14, 2010	PIA Citi Repo	9275 Sky Park Court, San Diego, CA 93275	\$0.00
GMAC Mortgage, LLC	Goldman Sachs Mortgage Master Repurchase Agreement May 14, 2010	PIA Goldman Repo	9275 Sky Park Court, San Diego, CA 93275	\$0.00
Residential Funding Company	NCMC Newco Inc Client Contract 2002* *The Debtors reserve their right to argue that this agreement was superseded in its entirety by "NCMC Newco Inc Client Contract 12-21-04"	PNC Bank N.A.	3232 Newmark Drive Mail Stop B6-YM14-01-7, Miamisburg, OH, 45342	\$0.00

Exhibit 2

Declaration of David Haggert

MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900
Gary S. Lee
Todd M. Goren
Alexandra Steinberg Barrage
Melissa M. Crespo

*Counsel for the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re:	)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u>,	)	Chapter 11
)	
Debtors.	)	Jointly Administered
-----)	

**DECLARATION OF DAVID HAGGERT IN SUPPORT OF THE DEBTORS' MOTION
FOR ORDER UNDER 11 U.S.C. §§ 105(a) AND 365(a) AND (f), FED. R. BANKR. P. 6006
AND 9014 AND LOCAL BANKRUPTCY RULE 6006-1 AUTHORIZING
ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS**

I, David Haggert declare as follows:

A. Background and Qualifications

I serve as Vice President of the Portfolio Marketing division at GMAC Mortgage, LLC, one of the debtors and debtors in possession in the above-captioned Chapter 11 cases (collectively, the "Debtors"). I have held this position since April 2008. In my role as Vice President of the Portfolio Marketing division, I am responsible for, among other things, the management of the Debtors' ancillary product offerings and vendor relationships. I am authorized to submit this declaration (the "Haggert Declaration") in support of the *Debtors' First Motion for Order Under 11 U.S.C. §§ 105(a) and 365(a), Fed. R. Bankr. P. 6006 and 9014, and*

Local Bankruptcy Rule 6006-1 Authorizing Assumption and Assignment of Executory Contracts in Connection With the Sale of the Debtors' Platform Assets, dated as of January [15], 2013 (the "Motion").¹

Except as otherwise indicated, all statements in this Declaration are based upon my personal knowledge or information supplied or verified by personnel in departments within the Debtors' various business units. If I were called to testify as a witness in this matter, I would testify competently to the facts set forth herein.

1. In connection with filing the Assumption and Assignment Notices, the Debtors devoted substantial effort to prepare a full and complete list of executory contracts and unexpired leases that were likely to be assumed and assigned to the purchaser of the Platform Assets, subject to the terms of the Sale Procedures Order. Since the filing of the Assumption and Assignment Notices, the Debtors have identified additional executory contracts, set forth on the Supplemental Schedule annexed to the Motion as Exhibit 1, that were inadvertently omitted from the Assumption and Assignment Notices (the "Executory Contracts"). Exhibit 1(a) lists Executory Contracts that relate to cross-sell insurance agreements that the Debtors have entered into with third-party insurance providers (the "Insurance Agreements").

2. The Debtors have determined that the Insurance Agreements identified on Exhibit 1(a) to the Motion should be scheduled for assumption and assignment to Ocwen and, subject to final determination by the Debtors and Ocwen, assigned to Ocwen upon the Closing Date.

3. The Debtors believe there are no cure costs associated with the assumption and assignment of the Insurance Agreements. However, if there are any cure costs associated

¹ Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Motion.

with such Insurance Agreement, the Debtors will promptly cure any default arising under any Insurance Agreement. Further, Ocwen has demonstrated adequate assurance of future performance.

4. Based on the foregoing, the Debtors have determined through the exercise of their business judgment that assumption and assignment of the Insurance Agreements on the Closing Date, subject to the Debtors right to remove any Insurance Agreement from Exhibit 1, in which case the Insurance Agreement shall cease to be an Executory Contract, no later than two business days prior to the Closing Date, is in the best interests of the Debtors' estates, their creditors and other parties in interest.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 22, 2013
New York, New York

/s/ David Haggert

DAVID HAGGERT
Vice President, Portfolio Market
GMAC Mortgage, LLC

Exhibit 3

Declaration of Erik Ferguson

MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900
Gary S. Lee
Todd M. Goren
Alexandra Steinberg Barrage
Melissa M. Crespo

*Counsel for the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re:	)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u>,	)	Chapter 11
)	
Debtors.	)	Jointly Administered
-----)	

**DECLARATION OF ERIK FERGUSON IN SUPPORT OF THE DEBTORS' MOTION
FOR ORDER UNDER 11 U.S.C. §§ 105(a) AND 365(a) AND (f), FED. R. BANKR. P. 6006
AND 9014 AND LOCAL BANKRUPTCY RULE 6006-1 AUTHORIZING
ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS**

I, Erik Ferguson, declare as follows:

A. Background and Qualifications

I serve as Senior Vice President of Business Excellence at GMAC Mortgage, LLC, one of the debtors and debtors in possession in the above-captioned Chapter 11 cases (collectively, the "Debtors"). I have held this position since August 2010. In my role as Senior Vice President of Business Excellence at GMAC Mortgage, LLC, I am responsible for, among other things, contracts with third-party vendors for the provision of services to the Debtors to enable them to conduct their respective business activities. I am authorized to submit this declaration (the "Declaration") in support of the *Debtors' First Motion for Order Under 11 U.S.C. §§ 105(a) and*

365(a) and (f), Fed. R. Bankr. P. 6006 and 9014, and Local Bankruptcy Rule 6006-1 Authorizing Assumption and Assignment of Executory Contracts in Connection With the Sale of the Debtors' Platform Assets, dated as of January 22, 2013 (the "Motion").¹

Except as otherwise indicated, all statements in this Declaration are based upon my personal knowledge or information supplied or verified by personnel in departments within the Debtors' various business units. If I were called to testify as a witness in this matter, I would testify competently to the facts set forth herein.

1. In connection with filing the Assumption and Assignment Notices, the Debtors devoted substantial effort to prepare a full and complete list of executory contracts and unexpired leases that were likely to be assumed and assigned to the purchaser of the Platform Assets, subject to the terms of the Sale Procedures Order. Since the filing of the Assumption and Assignment Notices, the Debtors have identified additional executory contracts, set forth on the Supplemental Schedule, that were inadvertently omitted from the Assumption and Assignment Notices. Exhibit 1(b) lists Executory Contracts that relate to vendor agreements that the Debtors have entered into with third-party suppliers (the "Vendor Agreements").

2. The Debtors have determined that the Vendor Agreements identified on Exhibit 1(b) to the Motion should be scheduled for assumption and assignment to Ocwen and, subject to final determination by the Debtors and Ocwen, assigned to Ocwen upon the Closing Date.

3. The Debtors believe there are no cure costs associated with the assumption and assignment of the Vendor Agreements. However, if there are any cure costs associated with

¹ Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Motion.

such Vendor Agreements, the Debtors will promptly cure any default arising under any Vendor Agreement. Further, Ocwen has demonstrated adequate assurance of future performance.

4. Based on the foregoing, the Debtors have determined through the exercise of their business judgment that assumption and assignment of the Vendor Agreements on the Closing Date, subject to the Debtors right to remove any Vendor Agreement from Exhibit 1, in which case the Vendor Agreement shall cease to be an Executory Contract, no later than two business days prior to the Closing Date, is in the best interests of the Debtors' estates, their creditors and other parties in interest.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: January 22, 2013
New York, New York

/s/ Erik Ferguson

ERIK FERGUSON

Senior Vice President of Business
Excellence at GMAC Mortgage, LLC

Exhibit 4

Declaration of Matthew Detwiler

MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900
Gary S. Lee
Todd M. Goren
Alexandra Steinberg Barrage
Melissa M. Crespo

*Counsel for the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

**DECLARATION OF MATTHEW DETWILER IN SUPPORT OF THE DEBTORS'
MOTIONS FOR ORDERS UNDER 11 U.S.C. §§ 105(a) AND 365(a) AND (f), FED. R.
BANKR. P. 6006 AND 9014 AND LOCAL BANKRUPTCY RULE 6006-1
AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS**

I, Matthew Detwiler, declare as follows:

A. Background and Qualifications

I serve as Senior Vice President of Servicing Solutions for GMAC Mortgage, LLC, one of the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”). I have held my current title since August 2011, and have worked in the mortgage loan industry for over fifteen years. In my capacity as Senior Vice President, I am responsible for business development, contract negotiations and administration, and client management activities with respect to the Debtors’ subservicing operations. I am authorized to submit this declaration (the “Declaration”) in support of 1) *Debtors’ First Motion for Order*

Under 11 U.S.C. §§ 105(a) and 365(a) and (f), Fed. R. Bankr. P. 6006 and 9014 and Local Bankruptcy Rule 6006-1 Authorizing Assumption and Assignment of Executory Contracts In Connection with the Sale of the Debtors' Platform Assets (the "First Assumption and Assignment Motion"); 2) *Debtors' Second Motion for Order Under 11 U.S.C. §§ 105(a) and 365(a) and (f), Fed. R. Bankr. P. 6006 and 9014 and Local Bankruptcy Rule 6006-1 Authorizing Assumption and Assignment of Executory Contracts In Connection with the Sale of the Debtors' Platform Assets (the "Second Assumption and Assignment Motion")*; and (3) *Debtors' Motion for Order Under 11 U.S.C. §§ 105(a) and 365(a) and (f), Fed. R. Bankr. P. 6006 and 9014 and Local Bankruptcy Rule 6006-1 Authorizing Assumption and Assignment of Executory Contracts In Connection with the Sale of the Debtors' Platform Assets or the Sale of the Debtors' Whole Loan Assets (the (the "Third Assumption and Assignment Motion" and together with the First Assumption and Assignment Motion and the Second Assumption and Assignment Motion, the "Assumption and Assignment Motions").*¹

Except as otherwise indicated, all statements in this Declaration are based upon my personal knowledge or information supplied or verified by personnel in departments within the Debtors' various business units. If I were called to testify as a witness in this matter, I would testify competently to the facts set forth herein.

1. Before filing the Assumption and Assignment Notices, the Debtors put forth substantial effort to prepare a full and complete list of executory contracts and unexpired leases that were likely to be assumed and assigned to the purchaser of the Platform Assets, subject to the terms of the Sale Procedures Order. Since the filing of the Assumption and Assignment Notices, the Debtors have identified additional executory contracts, set forth on the

¹ Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Assumption and Assignment Motions.

Supplemental Schedule, that were inadvertently omitted from the Assumption and Assignment Notices. Listed on Exhibit 1(c) to the First Assumption and Assignment Motion, Exhibit 1 to the Second Assumption and Assignment Motion, and Exhibit 1 to the Third Assumption and Assignment Motion are Executory Contracts that are mortgage servicing agreements or ancillary agreements to certain mortgage servicing agreements (the “Servicing Agreements”).

2. The Debtors have determined that the Servicing Agreements identified in the exhibits to the Assumption and Assignment Motions should be scheduled for assumption and assignment to Ocwen or Berkshire, as set forth in the respective Assumption and Assignment Motions and, subject to final determination by the Debtors and Ocwen or Berkshire, respectively, assigned to Ocwen or Berkshire upon the respective Closing Dates.

3. The Debtors believe there are no cure costs associated with the assumption and assignment of the Servicing Agreements. However, if there are any cure costs associated with such Servicing Agreements, the Debtors will promptly cure any default arising under any Servicing Agreement. Further, Ocwen has demonstrated adequate assurance of future performance.

4. Based on the foregoing, the Debtors have determined through the exercise of their business judgment that assumption and assignment of the Servicing Agreements on the Closing Date of the Ocwen Sale or the Closing Date of the Berkshire Sale, as applicable, subject to the Debtors right to remove any Servicing Agreement, in which case the Servicing Agreement shall cease to be an Executory Contract, no later than two business days prior to the Closing Date, is in the best interests of the Debtors’ estates, their creditors and other parties in interest.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
and correct.

Dated: January 22, 2013
New York, New York

/s/ Matthew Detwiler

MATTHEW DETWILER
Senior Vice President
GMAC Mortgage, LLC

Exhibit 5

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re:	)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u>,	)	Chapter 11
)	
Debtors.	)	Jointly Administered
-----)	

ORDER UNDER 11 U.S.C. §§ 105(a) AND 365(a) AND (f), FED. R. BANKR. P. 6006 AND 9014 AND LOCAL BANKRUPTCY RULE 6006-1 AUTHORIZING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS

Upon the motion (the “Motion”) of the Debtors¹ for entry of an order (the “Order”), pursuant to sections 105(a) and 365(a) and (f), of title 11 of the United States Code, as amended (the “Bankruptcy Code”) and rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the assumption and assignment of the contracts identified on Exhibit 1 annexed hereto (the “Executory Contracts”) as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and grant the requested relief in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Motion and the Declarations of David Haggert, Erik Ferguson, and Matthew Detwiler in support of the Motion; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and it appearing that proper and

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

adequate notice of the Motion has been given and that no other or further notice is necessary; and the legal and factual bases set forth in the Motion establish just and sufficient cause to grant the requested relief herein; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY FOUND, DETERMINED, AND ORDERED THAT:

1. The Motion is GRANTED.
2. Pursuant to Sections 365(a) and (f) of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the Debtors' assumption and assignment of the Executory Contracts identified on Exhibit 1 annexed hereto is approved.
3. The assumption and assignment of any Executory Contracts is subject to the Debtors' right to remove any Executory Contract from Exhibit 1, no later than two business days prior to the Closing Date (the "Contract Designation Deadline"), in which case the Executory Contract shall cease to be an Executory Contract,. The counterparty to such removed Executory Contract shall be promptly furnished with notice of such removal.
4. Removal of any Executory Contract on or before the Contract Designation Deadline will not constitute a rejection of such Executory Contract and neither the Debtors nor Ocwen will be liable for rejection damages.
5. The assumption and assignment of any Executory Contract not removed by the Debtors as of the Contract Designation Deadline shall be effective as of the Closing Date of the Platform Sale.
6. The assumption and assignment of any Executory Contract on the Closing Date shall be subject to and governed by the terms of the *Order Under 11 U.S.C. §§ 105*,

363, and 365 and Fed. Bankr. P. 2002, 6004, 6006, and 9014 (I) Approving (A) Sale of Debtors' Assets Pursuant to Asset Purchase Agreement with Ocwen Loan Servicing, LLC; (B) Sale of Purchased Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (C) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Thereto; (D) Related Agreements; and (II) Granting Related Relief [Docket No. 2246].

7. The Debtors are hereby authorized to execute and deliver all instruments and documents, and take all other actions, as may be necessary or appropriate to implement and effectuate the relief granted in this Order.

8. Entry of this Order is without prejudice to the rights of the Debtors, including, but not limited to, the right to seek further, other, or different relief regarding the Debtors' executory contracts and unexpired leases pursuant to, among other things, section 365 of the Bankruptcy Code. Notwithstanding the relief granted herein and any actions taken hereunder, nothing in the Motion or this Order shall constitute, nor is it intended to constitute: (i) an admission as to the validity or priority of any claim against the Debtors; (ii) a waiver of the Debtors' rights to dispute any claim; or (iii) an assumption or adoption of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: _____, 2013
New York, New York

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1 to the Order

Schedule of Executory Contracts

Debtor Entity	Contract Description	Supplier/Counterparty	Counterparty Address	Cure Amount
GMAC Mortgage Group, LLC	Mortgage Insurance Agreement 12/15/97 and all amendments thereto	Aegon	2700 West Plano Parkway Plano, TX 75075-8200	\$0.00
GMAC Mortgage Group, LLC	Confidentiality Agreement 11/3/97	Aegon	2700 West Plano Parkway Plano, TX 75075-8200	\$0.00
GMAC Mortgage Group, LLC	Third-Party Marketing Agreement 11/12/01 and all adenda thereto	American Home Shield	889 Ridge Lake Boulevard Memphis, TN 38120	\$0.00
GMAC Mortgage Group, LLC	Confidentiality Agreement 6/29/01	American Home Shield	889 Ridge Lake Boulevard Memphis, TN 38120	\$0.00
GMAC Mortgage Group, LLC	Confidentiality and Non-Disclosure and Joint Marketing Agreement 6/1/06	Assurant Specialty Property	11222 Quail Roost Dr Miami, FL 33157	\$0.00
GMAC Mortgage Group, LLC	Confidentiality Agreement 2/9/05	Assurant Specialty Property	11222 Quail Roost Dr Miami, FL 33157	\$0.00
GMAC Mortgage Group, LLC	Program Services Agreement 6/1/06 and amendments and addenda thereto	Assurant Specialty Property	11222 Quail Roost Dr Miami, FL 33157	\$0.00
Residential Funding Corporation	Marketing Agreement 5/9/98 and Addendum One 8/14/98	Bayview Financial, L.P.	4425 Ponce De Leon Blvd Coral Gables, FL 33146	\$0.00
Residential Funding Corporation	Consent to Assignment of Affinity Marketing Agreement	Bayview Financial, L.P.	4425 Ponce De Leon Blvd Coral Gables, FL 33146	\$0.00
Homecomings Financial Network, Inc.	Agreement for Administrative Services	Chartered Benefit Services Inc	315 W University Drive Arlington Heights, IL 60004	\$0.00
Homecomings Financial Network, Inc.	Marketing Agreement and amendments thereto	Chartered Benefit Services Inc	315 W University Drive Arlington Heights, IL 60004	\$0.00
Homecomings Financial Network, Inc.	Amendments to Service Fee Agreement	Chartered Benefit Services Inc	315 W University Drive Arlington Heights, IL 60004	\$0.00
GMAC Mortgage, LLC	Administrative Agreement to make insurance available 5/30/99, and addenda thereto	Econocheck Corporation	3 Gresham Landing Stockbridge, GA 30281	\$0.00
GMAC Mortgage, LLC	Letter re marketing to GM customers	Econocheck Corporation	3 Gresham Landing Stockbridge, GA 30281	\$0.00
Homecomings Financial Network, Inc.	Collection Agreement	Family Life Insurance Company	2101 4th Ave Suite 700 Seattle, WA 98121	\$0.00
Homecomings Financial Network, Inc.	Confidentiality Agreement	Family Life Insurance Company	2101 4th Ave Suite 700 Seattle, WA 98121	\$0.00
Homecomings Financial Network, Inc.	Third Party Marketing Agreement	Family Life Insurance Company	2101 4th Ave Suite 700 Seattle, WA 98121	\$0.00
GMAC Insurance Mgmt Co	Disability Benefits Insurance Policy and amendments thereto	First UNUM LIFE INSURANCE CO	2101 4th Ave Suite 700 Seattle, WA 98121	\$0.00
GMAC Mortgage Corp	Agency Agreement and amendments thereto	HOMESITEs Group Inc	99 Bedford Street Boston, MA 02111-2217	\$0.00
GMAC Mortgage Corp	Marketing Agreement and amendments thereto	HOMESITEs Group Inc	99 Bedford Street Boston, MA 02111-2217	\$0.00
GMAC Mortgage, LLC	Specialized Marketing Optional Insurance Agreement and amendments thereto	Liberty Life Insurance Company	2000 Wade Hampton Blvd Greenville, SC 29615-1064	\$0.00
Homecomings Financial Network, Inc.	GLBA Agreement	Liberty Life Insurance Company	2000 Wade Hampton Blvd Greenville, SC 29615-1064	\$0.00

Debtor Entity	Contract Description	Supplier/Counterparty	Counterparty Address	Cure Amount
Homecomings Financial Network, Inc.	Agreement to Comply with Gramm-Leach-Bliley Act Safeguards Rule 7/16/04	Liberty Life Insurance Company	2000 Wade Hampton Blvd Greenville, SC 29615-1064	\$0.00
Homecomings Financial Network, Inc.	Specialized Marketing Optional Insurance Agreement 3/1/97 and all amendments thereto	Liberty Life Insurance Company	2000 Wade Hampton Blvd Greenville, SC 29615-1064	\$0.00
GMAC Mortgage Corp	Administrative Agreement for insurance plans	Minnesota Life	400 Robert Street North - Suite 1150 St. Paul, MN 55101-2098	\$0.00
GMAC Mortgage Corp	Customer Lead Agreement	Minnesota Life	400 Robert Street North - Suite 1150 St. Paul, MN 55101-2098	\$0.00
GMAC Mortgage Group, LLC	Confidentiality Agreement	Mutual of Omaha	Mutual of Omaha Plaza Omaha, NE 68175	\$0.00
GMAC Mortgage Group, LLC	Retail Insurance Marketing Agreement	Mutual of Omaha	Mutual of Omaha Plaza Omaha, NE 68175	\$0.00
GMAC Mortgage Group, LLC	Agreement for marketing activities and amendment thereto	National Union Fire Insurance Company	70 Pine Street, Lbby 5 New York, NY 10270-0006	\$0.00
GMAC Mortgage Corp	Consumer Lead Agreement 7/22/96	SECURIAN FINANCIAL NETWORK, INC.	400 Robert Street North - Suite 1150 St. Paul, MN 55101-2098	\$0.00
GMAC Mortgage Corp	Amend to Marketing and/or Administration Agreement 7/1/07	SECURIAN Life Insurance Co	400 Robert Street North - Suite 1150 St. Paul, MN 55101-2098	\$0.00
GMAC Mortgage Corp	Letter re Transfer Group Insurance Contracts 4/27/07	SECURIAN Life Insurance Co	400 Robert Street North - Suite 1150 St. Paul, MN 55101-2098	\$0.00
GMAC Mortgage Corp	Letter re termination and waiver agreement 4/5/05	SECURIAN Life Insurance Co	400 Robert Street North - Suite 1150 St. Paul, MN 55101-2098	\$0.00
Homecomings Financial Network, Inc.	Amend to Agreement (new entities) 3/8/07 and Amend 8 (marketing) 8/1/03	The Douglas-Michaels Company, L.P.	6564 Loisdale Court, Suite 610 Springfield, VA 22150-1813	\$0.00
GMAC Mortgage Group, LLC	Agreement (Solicitation and Enrollment, Confidentiality, etc.) 7/01, and amendments thereto	Trilegiant Corporation	100 Connecticut Avenue Norwalk, CT 06850	\$0.00
GMAC Mortgage Group, LLC	Mutual Non-Disclosure Agreement TRI-14320	Trilegiant Corporation	100 Connecticut Avenue Norwalk, CT 06850	\$0.00
GMAC Mortgage Group, LLC	Confidentiality Agreement	Trilegiant Corporation	100 Connecticut Avenue Norwalk, CT 06850	\$0.00
GMAC Mortgage Group, LLC	Marketing and Services Agreement 12/1/03 and amendments thereto	WNC First Insurance Service	899 El Centro Street Pasadena, CA 91030	\$0.00
GMAC Mortgage Group, LLC	Confidentiality, Non-Disclosure and Security Agreement 12/1/03	WNC First Insurance Service	899 El Centro Street Pasadena, CA 91030	\$0.00
Homecomings Financial Network, Inc.	Marketing and Services Agreement 4/1/03	WNC First Insurance Service	899 El Centro Street Pasadena, CA 91030	\$0.00
Homecomings Financial Network, Inc.	GLBA Agreement	WNC First Insurance Service	899 El Centro Street Pasadena, CA 91030	\$0.00

Debtor Entity	Contract Description	Supplier/Counterparty	Counterparty Address	Cure Amount
Homecomings Financial Network, Inc.	Mutual Non-Disclosure Agreement WNC-13793 7/30/09	WNC First Insurance Service	899 El Centro Street Pasadena, CA 91030	\$0.00
GMAC Mortgage Group, LLC	Referral Services Agreement	WNC Insurance Service	899 El Centro Street Pasadena, CA 91030	\$0.00

Debtor Entity	Contract Description	Supplier/Counterparty	Counterparty Address	Cure Amount
GMAC Mortgage, LLC	Marketing and Collections Agreement and Amendments thereto	Cross Country Motor Club	4040 Mystic Valley Parkway Boston, MA 2155	\$0.00
GMAC Mortgage, LLC	Project services agreement	Dialogue Marketing	3252 University Drive, Suite 165 Auburn Mills, MI 48326	\$0.00
GMAC Mortgage, LLC	Telemarketing statement of work	Dialogue Marketing	3252 University Drive, Suite 165 Auburn Mills, MI 48326	\$0.00
GMAC Mortgage Corp	Service Subscription Agreement	Dow Jones	200 Liberty Street New York, NY 10281	\$0.00
GMAC Mortgage, LLC	SoW 2008	Federal Bond Collection Services, Inc.	2200 Byberry Road, Suite 120 Hatboro, PA 19040	\$0.00
GMAC Mortgage, LLC	Participation Agreement and SoW	Hope Loan Port	1001 Pennsylvania Ave NW, Suite 500 Washington, D.C. 20004	\$0.00
GMAC Mortgage, LLC	Mortgage service network agreement and amendment	HPF (Homeownership Preservation Foundation)	1030 15th Street NW, Suite 530 East Washington, DC 20005	\$0.00
GMAC Mortgage, LLC	Master Agreement and amendments thereto	LoanServ (Fiserv)	255 Fiserv Drive Brookfield, WI 53045	\$0.00
GMAC Mortgage, LLC	MERS System Membership Agreement	MERS	8201 Greensboro Drive, Suite 350 McLean, VA 22102	\$0.00
GMAC Mortgage, LLC	SoW for Loss Mitigation Referrals	National Default Servicing, LLC	500 South Broad Street Meriden, CT 6492	\$0.00
GMAC Mortgage, LLC	12.29.1618.12	Nation's Direct Lender & Insurance Services	AFI agreement	\$0.00
GMAC Mortgage Corp	Equity Accelerator Service Agreement and amendments thereto	Paymap Inc.	100 N Point St San Francisco, CA 94133-1545	\$0.00
GMAC Mortgage Corp	Confidentiality Agreement	Paymap Inc.	100 N Point St San Francisco, CA 94133-1545	\$0.00
GMAC Mortgage, LLC	12.29.1618.17	Safeguard Properties	GLBA Agreement	\$0.00
GMAC Mortgage, LLC	Business Process Outsourcing Agreement	SUTHERLAND GLOBAL SERVICES, INC	1160 Pittsford-Victor Road Pittsford, NY 14534	\$0.00
GMAC Mortgage, LLC	Confidentiality Agreement 1996	The Douglas-Michaels Company, L.P.	6564 Loisdale Court, Suite 610 Springfield, VA 22150-1813	\$0.00
GMAC Mortgage, LLC	BiSaver Agreement 5/9/1997	The Douglas-Michaels Company, L.P.	6564 Loisdale Court, Suite 610 Springfield, VA 22150-1813	\$0.00
GMAC Mortgage, LLC	BiSaver Software Agreement and all amendments and addenda thereto	The Douglas-Michaels Company, L.P.	6564 Loisdale Court, Suite 610 Springfield, VA 22150-1813	\$0.00

Debtor Entity	Contract Description	Supplier/Counterparty	Counterparty Address	Cure Amount
GMAC Mortgage, LLC	Equity Rewards Transfer Campaign Pricing Agreement Amend	The Douglas-Michaels Company, L.P.	6564 Loisdale Court, Suite 610 Springfield, VA 22150-1813	\$0.00
GMAC Mortgage, LLC	Assignment and Assumption, Consent and Amendment	The Douglas-Michaels Company, L.P.	6564 Loisdale Court, Suite 610 Springfield, VA 22150-1813	\$0.00
GMAC Mortgage, LLC	Confidentiality Agreement 7/26/02	The Douglas-Michaels Company, L.P.	6564 Loisdale Court, Suite 610 Springfield, VA 22150-1813	\$0.00
GMAC Mortgage, LLC	Amendment to Escrow Analysis Agreement	Venture Encoding Services, LLC	4401 Cambridge Road Fort Worth , TX 76155	\$0.00

Exhibit 1(c) - Servicing Agreements

Debtor Entity	Contract Description	Counterparty	Counterparty Address	Cure Amount
GMAC Mortgage, LLC	California Housing Finance Agency Purchase & Servicing February 12, 2007	California Housing Finance Agency	P.O BOX 4034, Sacramento, CA 95812-4034	\$0.00
GMAC Mortgage, Corp.	Celink Subservicing Agreement, September 15, 2005	Celink	3900 Capital Building Boulevard Lansing, Michigan 48906	\$0.00
GMAC Mortgage, LLC	CIFG Recovery Agreement for AHM 2006-2 April 30, 2009	CIFG Assurance North America	825 3rd Avenue, New York NY 11022	\$0.00
GMAC Mortgage, LLC	Citibank, N.A. Master Repurchase Agreement May 14, 2010	Citibank, N.A.	390 Greenwich Street,, New York, NY 10013	\$0.00
GMAC Mortgage, LLC	DBSP Amended Standard Terms and Provisions SSA December 1, 2006	DB Structured Products, Inc	60 Wall Street, New York, NY 10005-	\$0.00
GMAC Mortgage, LLC	Goldman Sachs Mortgage Co Master Repurchase Agreement May 14, 2010	Goldman Sachs Mortgage Company	85 Broad Street, New York, NY 10080-	\$0.00
GMAC Mortgage, LLC	Century Bank Sale Servicing Agreement November 26, 2003	IBERIABANK	1101 E Admiral Doyle Drive, New Iberia, LA 70563	\$0.00
GMAC Mortgage, LLC	Citibank, N.A. Master Repurchase Agreement May 14, 2010	PIA Citi Repo	9275 Sky Park Court, San Diego, CA 93275	\$0.00
GMAC Mortgage, LLC	Goldman Sachs Mortgage Master Repurchase Agreement May 14, 2010	PIA Goldman Repo	9275 Sky Park Court, San Diego, CA 93275	\$0.00
Residential Funding Company	NCMC Newco Inc Client Contract 2002* *The Debtors reserve their right to argue that this agreement was superseded in its entirety by "NCMC Newco Inc Client Contract 12-21-04"	PNC Bank N.A.	3232 Newmark Drive Mail Stop B6-YM14-01-7, Miamisburg, OH, 45342	\$0.00